



Embassy of the United States of America

Tokyo, Japan

April 20, 2021

Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-21-Q-0538
Air Conditioning System Replacement Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining air conditioning system replacement services for old Grew maintenance shop area at the U.S. Embassy Housing Compound in Tokyo, Japan.

Note: As required by U.S. Government's federal acquisition regulation (FAR), prospective offeror shall be registered in the System for Award Management (SAM) database prior to award of a contract. The website link providing additional vendor registration information is: <https://www.sam.gov/SAM/>.

If you are interested in submitting a quote on this project, follow the instructions in Section J of the Request for Quotations (RFQ), complete the required portions of the enclosed document, and submit to the address shown on the next page.

1. Pre-quotation Conference and Site Visit

(a) To provide all the quoters with a uniform explanation of requirements, the Embassy will hold a pre-quotation conference and site visit, as follows:

Date: Wednesday, April 28, 2021
Time: From 10:00 a.m. to on/about 11:30 a.m.
Location: Meet at Grew Gate of the U.S. Embassy Housing Compound
2-1-1 Roppongi, Minato-ku, Tokyo 106-0032

(b) All interested quoters who wish to attend must submit individual name (s), limited to two persons per company, company name/address, telephone/fax numbers, and email address to Miho Hama via email at HamaMX@state.gov by no later than 12:00 noon, Friday, April 23, 2021 (JST), to arrange entry to the Embassy Housing Compound.

(c) Attendee(s) must present an identification (ID) card with photo on it (e.g. driver's license, passport, etc.) as it is required for entering the compound.

(d) Please note that attendees are not allowed to bring PCs, electronic measuring equipment, cameras, and any kinds of electronic device for this meeting. Therefore, do NOT bring them with you as the Embassy guards will not keep them for you.

(e) Photography is NOT ALLOWED. The Embassy will provide approved photos via website if requested.

(f) Performance Bond is required. See subsection G.1 of the RFQ.

2. Questions

Following the conference, quoters may submit questions (in English) in regard to this RFQ by 12:00 noon, Friday, April 30, 2021 (JST) via email at HamaMX@state.gov. All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Quotations

Quotations must be received by no later than 12:00 noon, Wednesday, May 12, 2021 (**JST**) to Miho Hama of U.S. Embassy Tokyo, via **email** to the email address indicated below. No quotation will be accepted after this date/time.

Note: After submitted of quotation, quoter shall contact Miho Hama by phone or separated email to confirm the receipt of quotation.

Point of Contact: Miho Hama

Email: HamaMX@state.gov

Subject: RFQ 19JA80-21-Q-0538

Mobile: 090-1110-9310

Embassy Telephone Operator: 03-3224-5000

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the request for quotations process.

Sincerely,



Darin A. Phaovisaid
Contracting Officer

Enclosure:

Request for Quotations 19JA80-21-Q-0538

EQUEST FOR QUOTATIONS (RFQ) (THIS IS NOT AN ORDER)		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF 1	PAGES 47
1. REQUEST NO. 19JA80-21-Q-0538		2. DATE ISSUED April 20, 2021		3. REQUISITION/PURCHASE REQUEST NO. PR9819752		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5A. ISSUED BY Procurement/Contracting Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan				6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)				7. DELIVERY		
NAME Miho Hama		TELEPHONE NUMBER AREA CODE +81-3		NUMBER 3224-5000		
8. TO:				9. DESTINATION		
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE		
c. STREET ADDRESS				b. STREET ADDRESS		
d. CITY		e. STATE		f. ZIP CODE		c. CITY
						d. STATE
						e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: May 12, 2021; 12:00 noon (JST)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Air Conditioning System Replacement Services for old Grew Maintenance Shop Area at the U.S. Embassy Housing Compound in Tokyo, Japan, in accordance with attached terms and conditions of the Request for Quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.		(See the pricing table - Section A: Price.)			
1 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %	
NOTE: Additional provisions and representations [√] are [] are not attached.						
13 NAME AND ADDRESS OF QUOTER a. NAME and ADDRESS OF QUOTER (COMPANY) DUNS No.:			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
c. COUNTY			16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	
					NUMBER	

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Section A: Price

A.1 The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead, and profit.

Air Conditioning System Replacement Services for old Grew Maintenance Shop Area:

One Project: _____

Note: The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.

(For non-Designated Stores, please visit the following link for registration: https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html)

A.2 Offers and Payment in U.S. dollars.

(a) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(b) Foreign firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

Section B: Statement of Work

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. The Statement of Work is set forth in Section I as Attachment I-1 and the photos and drawings are set forth in Section I as Attachment I-2 thru I-4.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

Section C: Packaging and Marking

The Contractor shall mark materials delivered to the site as follows:

U.S. Embassy Mitsui Housing Compound
Attn: Grew/Facility Management Office
2-1-1 Roppongi
Minato-ku, Tokyo 106-0032
Japan

Section D: Inspection and Acceptance

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests. The Contractor shall give the Contracting Officer at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (1) Satisfactory completion of all required tests,
- (2) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (3) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

Section E: Deliveries or Performance

E.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract from the date specified on the Notice to Proceed (NTP),
- (b) prosecute the work diligently, and,
- (c) complete the entire work in 20 calendar business days after commencement of the work, including fabrication.

The time stated for completion shall include final cleanup of the premises.

E.2 FAR 52.211-12 Liquidated Damages - Construction (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the U.S. Government in the amount of ¥50,000 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

E.3 Contractor's Submission of Construction Schedules

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10 calendar days after receipt of an executed contract."
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,

(2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.4 Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E.5 Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance

certificates or policies shall not be a waiver of the requirement to furnish these documents.

E.6 Working Hours

All work shall be performed during the hours between 08:30 and 17:30, Monday through Friday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.7 Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at Facility Management Office, U.S. Embassy, located at 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.8 Deliverables - The following items shall be delivered under this purchase order:

<u>Description</u>	<u>Qty.</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Subsection D.1 Request for Substantial Completion	1	15 days before inspection	COR
Subsection D.2 Request for Final Acceptance	1	5 days before Inspection	COR
Subsection E.3 Construction Schedule	1	10 days after award	COR
Subsection E.7 Preconstruction Conference	1	10 days after award	COR
Subsection F.2 Payment Request	1	Last calendar day of each month	COR
Subsection G.1 Performance Bond	1	10 days after award	CO
Subsection G.2 Insurance	1	10 days after award	CO
Subsection G.5.3 RSO Tokyo Security Form	1	10 days after award	COR

Attachment I-1 5.1 Drawings	1	as required	COR
Attachment I-1 5.2 Samples and Catalogs of Materials, Equipment, Machine	1	as required	COR
Attachment I-1 5.3 Test Operation Data and Report	1	as required	COR
Attachment I-1 5.4 As-built Drawings, Machine Data/Drawings and Operation Manulas	3 Sets	as required	COR

Section F: Administrative Data

F.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Maintenance Supervisor of Facility Management Office at the U.S. Embassy in Tokyo, Japan.

F.2 Payment

The Contractor's attention is directed to Section H, 52.232-5, "Payments under Fixed-Price Construction Contracts." The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall submit invoices electronically to TokyoInvoices@state.gov.

Section G: Special Requirements

G.1 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in [52.228-13](#) in the amount of 50% of the contract price; such as performance bond, irrevocable letters of credit, or bank guarantees.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR [52.249-10](#), Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2 Insurance

G.2.1 Amount of Insurance. The Contractor is required by FAR [52.228-5](#) to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(a) Bodily Injury on or off the site stated in Japanese Yen:

Per Occurrence	¥30,000,000
Cumulative	¥90,000,000

(b) Property Damage on or off the site in Japanese Yen:

Per Occurrence	¥3,000,000
Cumulative	¥9,000,000

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3 Document Descriptions

G.3.1 Supplemental Documents. The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

(a) Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

(b) "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5 Construction Personnel

G.5.1 The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.2 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.3 After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. Each individual shall complete and submit Regional Security Office (RSO) Tokyo Security Form (see Attachment I-5).

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.4 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9 Zoning Approvals and Permits

The Government shall be responsible for:

- (a) obtaining proper zoning or other land use control approval for the project
- (b) obtaining the approval of the Contracting Drawings and Specifications
- (c) paying fees due for the foregoing; and,
- (d) for obtaining and paying for the initial building permits.

Section H. Clauses

H.1 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>. Please note this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.acquisition.gov/content/regulations> to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

H.2 The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JUN 2020)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUN 2020)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2021)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2018)
52.222-50	Combating Trafficking in Persons (OCT 2020)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)

- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.228-11 Pledges of Assets (FEB 2021)
- 52.228-13 Alternative Payment Protection (JULY 2000)
- 52.228-14 Irrevocable Letter of Credit (NOV 2014)
- 52.228-15 Performance and Payment Bonds-Construction (JUN 2020)
- 52.229-6 Taxes - Foreign Fixed-Price Contracts (FEB 2013)
- 52.229-7 Taxes- Fixed Price Contracts with Foreign Governments (FEB 2013)
- 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-25 Prompt Payment (JULY 2013)
- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
- 52.232-34 Payment by Electronic Funds Transfer - Other than System for Award Management (JULY 2013)
- 52.233-1 Disputes (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 Protest after Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-14 Suspension Of Work (APR 1984)
- 52.243-4 Changes (JUN 2007)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (NOV 2020)
- 52.245-2 Government Property Installation Operation Services (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-12 Inspection of Construction (AUG 1996)
- 52.246-17 Warranty of Supplies of a Noncomplex Nature (JUN 2003)
- 52.246-21 Warranty of Construction (MAR 1994)

- 52.246-26 Reporting Nonconforming Items (DEC 2019)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEPT 1996)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)

H.3 The following Federal Acquisition Regulation (FAR) clause is set forth in full text:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(a) Definitions. As used in this clause-

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration

Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting Requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause-

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

H.4 The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

DOSAR 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

(4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.236-70 Additional Safety Measures (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.;
or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The Contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or

OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The Contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The Contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.243-70 Notices (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

FAR 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (FEB 2021)

(a) Definitions. As used in this clause—

“Foreign person” means any person other than a United States person.

“United States person,” as defined in 26 U.S.C. 7701(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if—

- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c)
- (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
 - (2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—
 - (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
 - (ii) Comply with paragraph (c)(1) of this clause.
- (d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and

enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be-

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

Section I: List of Attachments

Attachment I-1 - Statement of Work

Attachment I-2 - Photos

Attachment I-3 - Existing AC Specifications

Attachment I-4 - Drawings

Attachment I-5 - RSO Tokyo Security Form

Attachment I-6 - Sample Letter of Bank Guaranty

Section J: Quotation Information

J.1 Qualifications of Quoters

Quoters must be technically qualified and financially responsible to perform the work described in this Request for Quotations. At a minimum, each Quoter must meet the following requirements:

- (1) be able to understand written and spoken English;
- (2) have an established business with a permanent address and telephone listing;
- (3) be able to demonstrate prior construction experience with suitable references;
- (4) have the necessary personnel, equipment and financial resources available to perform the work;
- (5) have all licenses and permits required by local law;
- (6) meet all local insurance requirements;
- (7) have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) have no adverse criminal record; and
- (9) have no political or business affiliation which could be considered contrary to the interests of the United States.

J.2 Submission of Quotations

This Request for Quotation is for the performance of the services described in Section B: Statement of Work, and the Attachments which are a part of this Request for Quotations.

Each quotation must consist one copy of the following:

- (a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 13a, 14, 15, 16a, 16b, and 16c of SF-18.
- (b) Volume 2 - Price. Volume 2 consists of Section A: Price, and Price breakdown. Offerors must include the currency which they are submitting their prices in.
- (c) Volume 3 - Representations and Certifications. Volume 3 consists of Section L: Representations, Certifications, and Other Statements of Quoters (complete all portions that are applicable).

Submit the complete quotation by email to the email address indicated below by no later than **12:00 noon, Wednesday, May 12, 2021 (JST)**.

No quotations will be accepted after this date/time.

Point of Contact: Miho Hama
Email: HamaMX@state.gov
Subject: RFQ 19JA80-21-Q-0538

Mobile: 090-1110-9310
Embassy Telephone Operator: 03-3224-5000

Note: After submitted of quotation, quoter shall contact Miho Hama by phone or separated email to confirm the receipt of quotation.

The quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

J.3 FAR 52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this Request for Quotations. Accordingly, quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for Wednesday, April 28, 2021 at 10:00 a.m.

(c) Participants will meet at the Grew Gate of the U.S. Embassy Housing Compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

J.4 Magnitude of Construction Project

It is anticipated that the range in price of this contract will be: Between \$25,000 and \$100,000.

J.5 Late Quotations

Late quotations shall be handled in accordance with FAR.

J.6 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://www.acquisition.gov/far/>. Please note this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Regulation website at <https://www.acquisition.gov/dosar> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

J.7 The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.215-1	Instructions to Offerors--Competitive Acquisition (JAN 2004)

Section K: Evaluation Criteria

K.1 Evaluation of Quotations

(a) Award will be made to the lowest priced, technically acceptable, responsible quoter. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

(b) Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.

K.2 The U.S. Government will determine acceptability by assessing the quoter's compliance with the terms of the RFQ. The U.S. Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

(a) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(b) satisfactory record of integrity and business ethics;

(c) necessary organization, experience, and skills or the ability to obtain them;

(d) necessary equipment and facilities or the ability to obtain them; and

(e) otherwise qualified and eligible to receive an award under applicable laws and regulations.

Section L: Representations, Certifications and Other Statements of
Quoters

L.1 FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions:

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

___ Sole Proprietorship;

____ Partnership:
____ Corporate Entity (not tax exempt);
____ Corporate Entity (tax exempt);
____ Government Entity (Federal, State, or local);
____ Foreign Government;
____ International Organization per 26 CFR 1.6049-4;
____ Other _____

(f) Common Parent

____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

____ Name and TIN of common parent;

____ Name: _____

____ TIN: _____

L.2 FAR 52.204-8 Annual Representations and Certifications (MAR 2020)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#); Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) [52.225-4](#), Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) [52.222-52](#) Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

L.3 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual

instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that—

(1) It ___will, ___will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It ___does, ___does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier,

CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(2) Disclosure for the representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d) (2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

L.4 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representation (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#) (b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

L.5 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. (*Offeror shall check either (1) or (2).*)

___ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United

States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d) (2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b) (1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of

violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has-

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b) .

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

L.7 Authorized Contractor Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

L.8 FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.9 FAR 52.228-17 INDIVIDUAL SURETY-PLEDGE OF ASSETS (Bid Guarantee) (FEB 2021)

L.10 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM)

(<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it ___does, ___does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ___does, ___does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. Scope of Work

The Contractor shall repair by replacing the air-conditioning system for the Old Grew Maintenance Shop Area on the B1F Arcade level of Mitsui Housing Compound, located at 1-1, Roppongi 2-Chome, Minato-ku, Tokyo. This will be replacement in kind.

2. Drawings and Specifications

2.1. The drawings and catalog cuts in the attachment make an integral part of this contract.

2.2. The Contractor shall keep copies of the drawings and specifications on the job and shall at all times make these available to the Contracting Officer's Representative (COR) upon request. Any items provided for in the specifications or drawings shall be considered as being shown or provided for in both. In any case of discrepancy in the figures or drawings, the matter shall be immediately brought to the attention of the COR, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense. The COR may furnish from time to time such additional drawings or other information as the COR may consider necessary.

2.3. The COR may, at any time, by written order, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the Embassy Contracting Officer (CO) shall approve such changes and issue a modification to reflect such changes in writing. Any changes in the scope of performance or changes that result in cost increase must be approved by the CO by modification.

3. Materials, Standards of Work/Conduct, Contractor Personnel

3.1. Unless otherwise specified herein, all the materials to be used for the contracted work shall be new and meet or exceed the Japanese Industrial Standard (JIS). The Contractor shall provide the COR a hazardous material (HM) inventory and material safety data sheets if such materials are brought to the work site or used for the contracted work. The materials that contain chromate compound and/or lead shall not be used for any contracted work.

- 3.2. All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. Unless otherwise stipulated herein, all the work required under this contract shall be accomplished in conformity to the followings:
1. Japan Architectural Standard Specifications (JASS)
 2. Japan Electrical Codes for Building
 3. Specifications of Japan Water Works Association (JWWA)
 4. Specifications of Society of Heating, Air-conditioning and Sanitary Engineering of Japan (SHASE).
 5. Manufacturer's Specifications for installation of air-conditioning Unit
- 3.3. All local labor standards for occupational safety and health apply to this contract. The Contractor shall at all times enforce strict discipline, good order among his employees and assure workmanship of quality. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades. The Contractor shall obtain all required licenses and permits at no additional cost to the Government. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the contracted work. The Contractor shall further be responsible for the proper care and protections of all materials delivered and of all works performed until completion and final acceptance. The Contractor agrees to release the Government from all damages or claims arising from the work covered by this contract.
- 3.4. All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the Government. Protective clothing will be worn at all times by Contractor employees during the execution of this contract. Upon completion of all the work, the Contractor shall thoroughly clean the entire work area prior to turnover to the Government. The Contractor shall not display signs or advertisements at any time on or adjacent to the premises.
- 3.5. The Contractor shall promptly remove from the premises all materials and works not conforming to the requirements of this contract, whether incorporated in the work or not. The Contractor shall promptly replace or re-execute such work and materials in accordance with the drawings and specifications of this contract and without additional expense to the Government

4. Technical Provisions

- 4.1. Demolition: Remove and dispose of the existing Heat Pump Unit located outdoor at the car wash area and the Air Handling Unit located in the Carpentry Shop. Refer to the drawings in the attachment to identify the work area and items to be removed and disposed. All the removed items shall be disposed of in compliance with the applicable local codes for industrial waste disposal.

- 4.1.1. Major items for removal/disposal are listed as follows:

At the Outdoor Car Wash Area:

1. Outdoor unit of air-conditioning - Heat Pump Unit
Manufacturer – Toyo Carrier
Model: 38AQ012 x 1 unit, 3ph 200V, Cooling Capacity 24,400 kcal/h,
Heating Capacity 26,600 kcal/h (refer to attachment)
2. Power/control cables and conduit.
3. Refrigerant pipes and heat insulation

In the Carpentry Shop:

4. Indoor unit of air-conditioning unit
Manufacturer – Toyo Carrier
Model: 40HQ012 x 1 unit, 3ph 200V, Cooling Capacity 24,400 kcal/h,
Heating Capacity 26,600 kcal/h (refer to attachment)
5. Power/control cables in a conduit. Conduit to be reused.
6. Refrigerant pipes and heat insulation
7. Control Panel

Refer to the drawings in the ATTACHMENT for details

- 4.1.2. The refrigerant gas (R-22) contained in the Heat Pump unit shall be properly extracted and pumped into a cylinder and treated correctly for disposal in compliance with applicable local codes.
- 4.1.3. All Ducting and air grilles (supply & return) shall remain and reused.
The Contractor shall perform thorough Interior Duct Cleaning of all the Duct (Return and Supply) and clean all the Air Supply and Return Grills, and dampers that are connected to this HVAC System. Also clean the exhaust ducting.
- 4.1.4. Concrete foundation for the existing Outdoor Heat Pump Unit shall be demolished and the concrete surface shall be troweled with concrete and finished by broom.

- 4.2. Installation: All the new installation shall be accomplished with intent to replace the existing air-conditioning system for the Maintenance Shop Area. Refer to the drawings in the attachment for details. If there are discrepancies from the existing state of those systems against the drawings and/or provisions herein, existing state shall take precedence over the drawings.
- 4.2.1. Major items for new installation:
The Contractor shall furnish and install new energy efficient, inverter type Heat Pump Unit for the outdoor unit, and new indoor AHU unit. **The capacity shall be equal or greater than the existing units. (Please refer to the attached specification of the existing units.)**
- 4.2.2. New Outdoor and Indoor units: Install new outdoor unit on the location shown on the attached photo. The Contractor shall prepare and make a new concrete pad for the outdoor unit. The plant/hedges along the building wall shall be removed and disposed. The indoor AHU will be at the same location as the existing unit (Carpentry Shop). The Contractor shall install additional bracing for the new AHU for seismic protection. Duct thermal insulation shall be partially repaired/replaced where necessary. Install approved new refrigerant piping from the outdoor unit to the indoor unit. The refrigerant pipes shall be insulated with approved insulation materials. The refrigerant piping (Indoor and outdoor) shall all be finished with Stainless steel Jacket. Replace the existing drain pipes of condensate water from the indoor unit to the point of connection. The pump-up system for the drain (indoor unit) shall be replaced with new. The existing penetration holes in the exterior wall shall be used for refrigerant/drain pipes. The gaps around those pipes shall be properly sealed with approved silicone sealant for waterproofing. The entire installation of outdoor/indoor units shall be performed in conformity to the standard specifications of the manufacture.
- 4.2.3. Drain pipe: The Contractor shall check and ensure the existing Drain Piping for condensate water from the indoor unit shall be tilted to have 1:100 gradient for smooth flow of condensate water. The Contractor shall check the existing drain piping for free-flow.
- 4.2.4. Electrical work: Power, control and signal cables shall be newly wired in existing conduit/replace the conduit if necessary. The Contractor shall check the existing conduit thread joints for weatherproof outside the car wash area. Replace if the condition is not good. The rigid conduit shall be primed and painted with polyurethane paint. Wire gages and type of all cables shall be selected in compliance with Japan Electrical Codes for Building and manufacturer's instructions.

- 4.2.4.1. Power panel and control Panel: The Contractor shall replace the existing customized power panel, main control panel that is installed in the Carpenter Shop with new one. The no-fuse breakers, magnetic contactors and relays shall be replaced as necessary. The Contractor shall verify if the circuit loads are appropriate with the new Units. The power and main/remote control panels shall be lockable. Primary power feed, 3ph 200V to the existing power panel shall be reused for the new power panel.

Auto recovery: In case of building power failure, the A/C Units shall turn ON automatically when the emergency generator power or utility power is recovered.

- 4.2.5. Heat Insulation and Metal Cladding: Use approved insulation materials according to the manufacturer's specifications of the multi air-conditioning units. Use the sheet metal clad of pre-fabricated stainless steel to cover the heat-insulated refrigerant piping inside and outside the Building. All overlaps of the sheet metal cladding shall be sealed with silicone sealant for waterproofing.

- 4.3. Protection: The Contractor shall thoroughly provide sufficient protection on all items around the work site. After the work completion, the area shall be cleaned.

- 4.4. Test operation, balance and adjustment: After all the installations are completed, the Contractor shall perform test operation and adjustment of the new air-conditioning system to ensure that the new air-conditioning system operate in conformity to the operation parameters intended. The Contractor shall record test operation data, prepare the test operation report and submit to the COR for verification and acceptance. If the test operation data and report do not meet the operation parameters intended, the COR may request the Contractor to redo the test operation and adjustment.

The Contractor shall perform Air Balancing to the entire HVAC System serving the space with this new units.

- 4.5. Debris disposal: The Contractor shall remove debris and wastes from the contracted work on a daily basis out of the Mitsui Housing Compound. The COR may designate a place to temporarily store the debris and wastes. The Contractor shall dispose the debris and wastes in a timely manner before excessive accumulation at the Mitsui Housing Compound in compliance with applicable local codes for the industrial waste disposal. The contractor shall restore the work site to be neat and clean at the end of each workday. In case of non-conformity by the contractor, the COR shall have the option to remove the materials, rubbish and/or debris and charge the contractor up to twice the cost incurred for each occurrence.

- 4.6. Temporary Work and Structures: Advance approval by the COR is required for scaffoldings, cranes, power lift or any temporary structures necessary to execute and accomplish the contracted work. The Contractor shall submit the plan of the temporary structures to the COR for approval.
- 4.7. Utilities: Electricity, both 200V 3ph and 120V single ph is available at the Mitsui Housing Compound. City water is also available from the faucets/bibcock. Electricity and water are provided at no cost to the Contractor during the construction. Both shall be utilized solely for the contracted work, never for the other purposes.
- 4.7.1. Advance approval by the COR shall be required to install temporary electric cables and/or water pipes for the contracted work. Before the final acceptance of the contract by the Government, the Contractor shall remove these temporary installations and restore the original conditions.
- 4.8. Work Schedule and Duration: No work on site shall be commenced prior to COR's approval on the work schedule to be submitted by the contractor. The contractor shall complete the work within 20 calendar business days after commencement of the work. Subject to climatic conditions, extensions may be granted by the CO.

The Contractor shall perform all contracted work for the following hours and days unless otherwise the COR approves to work during the weekends:

0830 hours - 1730 hours
Monday to Friday

5. Contractor's Submittal:
- 5.1. Prior to the commencement of work, the Contractor shall prepare English version of full size scaled drawings showing plans, elevations/sections, flow diagrams, and installation details, and submit to the COR for approval. Also submit a work plan and schedule, setting forth date, time, contents of work, personnel and time line to completion to the COR for approval.
- 5.2. Prior to the commencement of work, the Contractor shall submit samples and catalogs of materials, equipment, machine as requested by the COR and obtain the advance approval to use for the contracted work.
- 5.3. The Contractor shall submit the test operation data and report to the COR for verification and acceptance.

- 5.4. Upon completion of all the contracted work, the Contractor shall submit 3 sets of as-built drawings, machine data/drawings and operation manuals to the COR.
6. Guarantee: The Contractor shall guarantee all the end product completed under this contract for one-year period from the date of acceptance of substantial completion by the COR.
- 6.1. During the guarantee period, the Contractor shall correct and/or repair, at no cost to the Government, any malfunctions, defects and/or breakdowns attributed to the materials, equipment and workmanship provided by the Contractor under this contract. The Contractor shall provide all labor, materials, and equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within four (4) weeks from Notice of Damage(s).
7. Warranty: The Contractor shall warranty all materials, equipment, devices and component parts installed under this contract for three-year period from the date of acceptance of substantial completion by the COR.
- 7.1. During the warranty period, the Contractor shall supply, at no cost to the Government, the materials, equipment, devices and component parts for replacement resulting from damages, malfunctions, defects and/or breakdowns within four (4) weeks from Notice of Damage(s).
8. Inspection: The COR, or COR's designee may inspect the contracted work either in progress or completed state and/or materials at times as required for quality assurance and control. If any of the work and/or materials does not conform to the contract requirements and specifications, the COR may require the Contractor to perform the services again and/or replace the materials in conformity to the contract requirements and specifications, at no additional cost to the Embassy.

Old Grew Existing Heat Pump Unit



Toyo
Carrier
Engineering
Co., Ltd.

キヤリア セパレートエアコン

〈室外ユニット〉



形 名 38AQ012400-21 電 源 200V- 3 ϕ -50/60Hz

電動機出力 kW 圧縮機 7.5 送風機 0.3 x 2

消費電力 kW 運転電流 A 運転力率 %

冷房時 9.1 / 11.1 33.8 / 35.2 77.7 / 91.0

暖房時 8.1 / 9.8 31.4 / 31.6 74.5 / 89.5

始動電流 A 145 / 131 冷媒 R-22 封入量 kg 11.2

製品重量 kg 370 製造番号 21F365007

東洋キヤリア工業株式会社

MANUFACTURED IN JAPAN UNDER LICENSE OF CARRIER CORPORATION SYRACUSE, N.Y., U.S.A.

Existing Indoor AHU

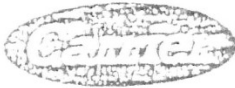


New Outdoor Unit Location



SENSITIVE BUT UNCLASSIFIED





SPECIFICATIONS

OUTDOOR UNIT	38	AA012	
INDOOR UNIT	40	HA012	
POWER (OUTDOOR UNIT)	200	V	3 ϕ 50 Hz
(INDOOR UNIT)	200	V	3 ϕ 50 Hz
COMP. MOTOR	7.5		kW
COOLING CAPACITY	24,400		kcal/h
HEATING CAPACITY	26,600		kcal/h
NET WEIGHT 38	370		Kg
40	175		Kg

AIR Q'TY	4800		m ³ /h
S.P	25		mmAq
INDOOR FAN MOTOR	1.5		KW
S.T.D CURRENT	38.4		A

PIPING GAS LINE	28.58		mm
LIQUID LINE	15.88		mm

HEATER

ELECTRIC HEATER	10		KW
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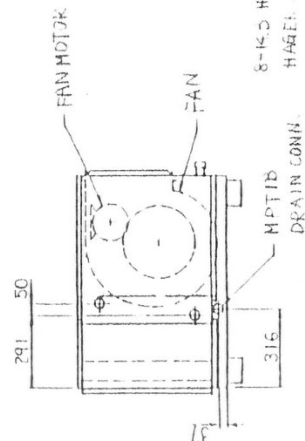
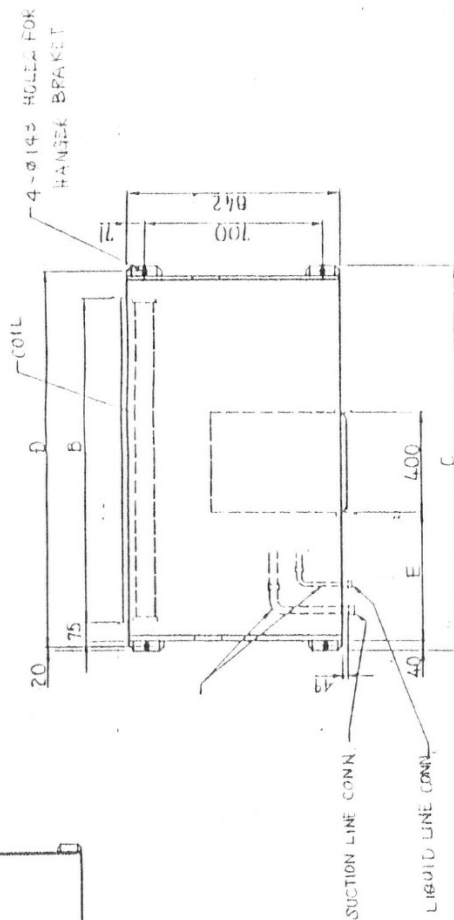
HUMIDIFIER

PAN TYPE	4		KW
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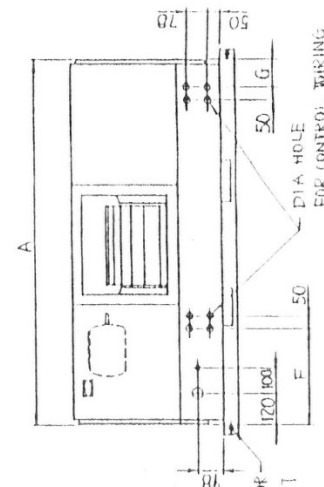
Technical drawing of a rectangular box. The drawing shows a top-down view of the box with a smaller rectangular cutout in the center. The dimensions are indicated as 500 on the left and 500 on the bottom. The cutout is defined by dashed lines.

UNIT SIZE	DIMENSIONS								CONN SIZE
	A	B	C	D	E	F	G	H	
40HQ009	1440	1290	1520	1480	520	380	110	φ12.7	
40HQ012	1940	1790	2020	1980	770	630	360	φ15.88	

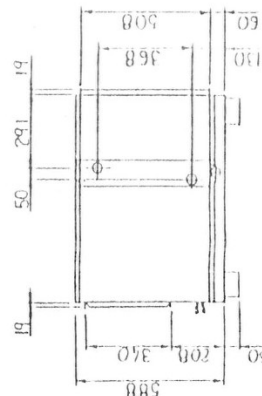
TOP VIEW



LEFT SIDE VIEW




FRONT VIEW



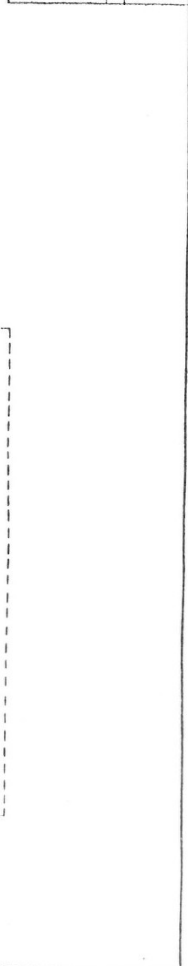
RIGHT SIDE VIEW

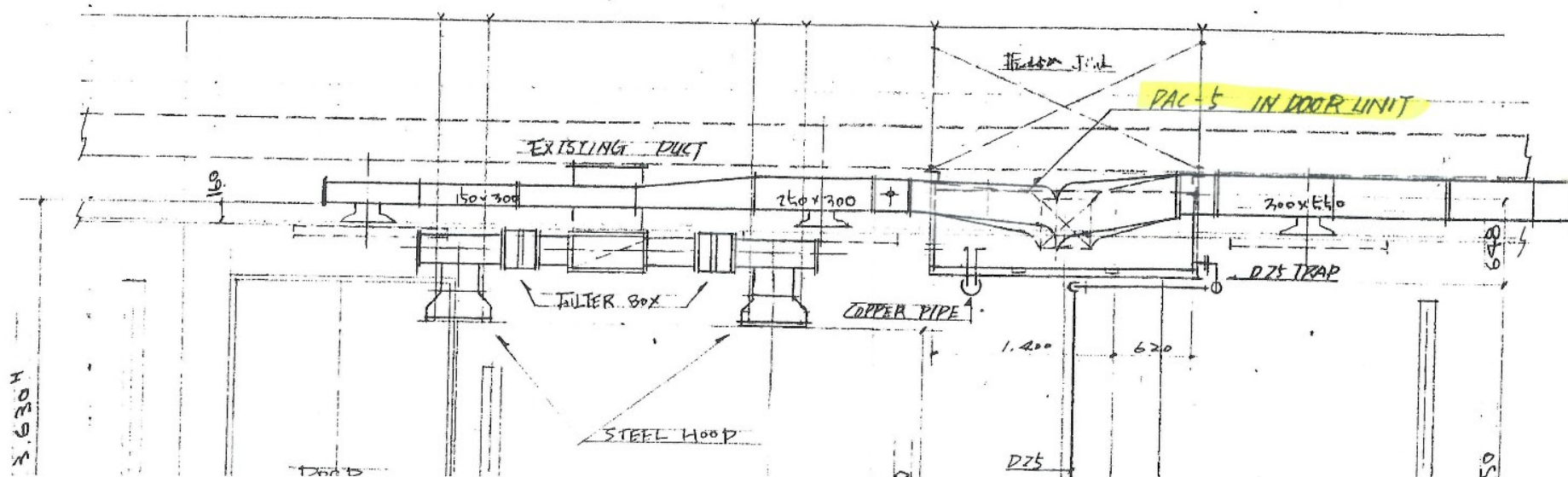
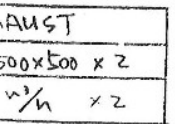
JOB NO.			
JOB. NAME			
CUSTOMER			
DR	CH	ADOC	DATE
			SCALE
			1/20

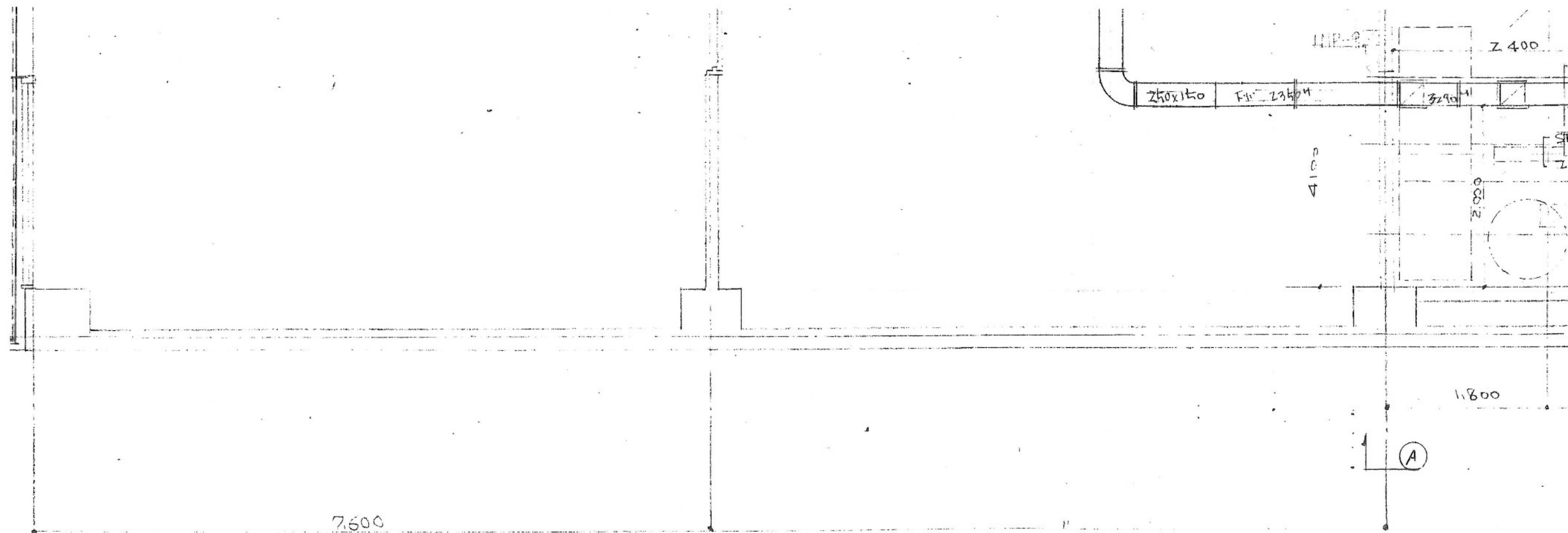
		TOYO CARRIER ENG. CO., LTD.	
TITLE		40HQ 009 012	
DWG. NO.		40HQ-102-2	
REV.		A	

HEAT PUMP INDOOR UNIT

DWG NO	38A0-202-5	REV
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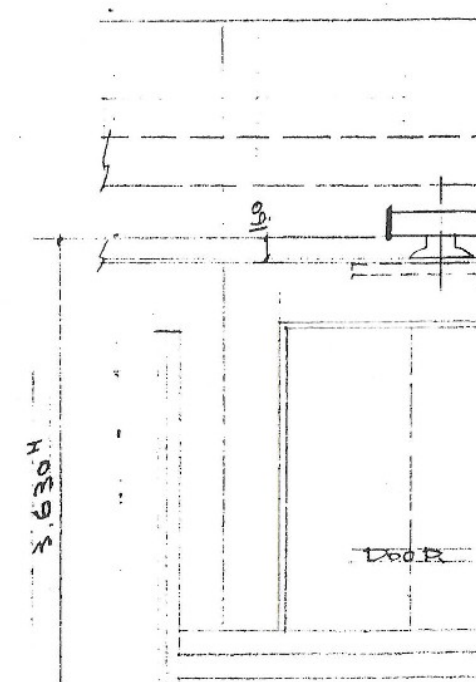


CAPPENTRY

SUPPLY
CG-20 x 3
587 m ³ /h x 3

RETURN
HS 450x450
1.760 m ³ /h

EXHAUST
HOOD 500x500 x 2
900 m ³ /h x 2



PUMP RM

MAINTENANCE

MAINTENANCE

SUPPLY
C2 - 20 x 2
600 w/h x 2

RETURN
HS 250 x 550
1.760 w/h

SUPPLY
C2 - 20
700 w/h

RETURN
HS 200 x 400
700 w/h

PAINTER

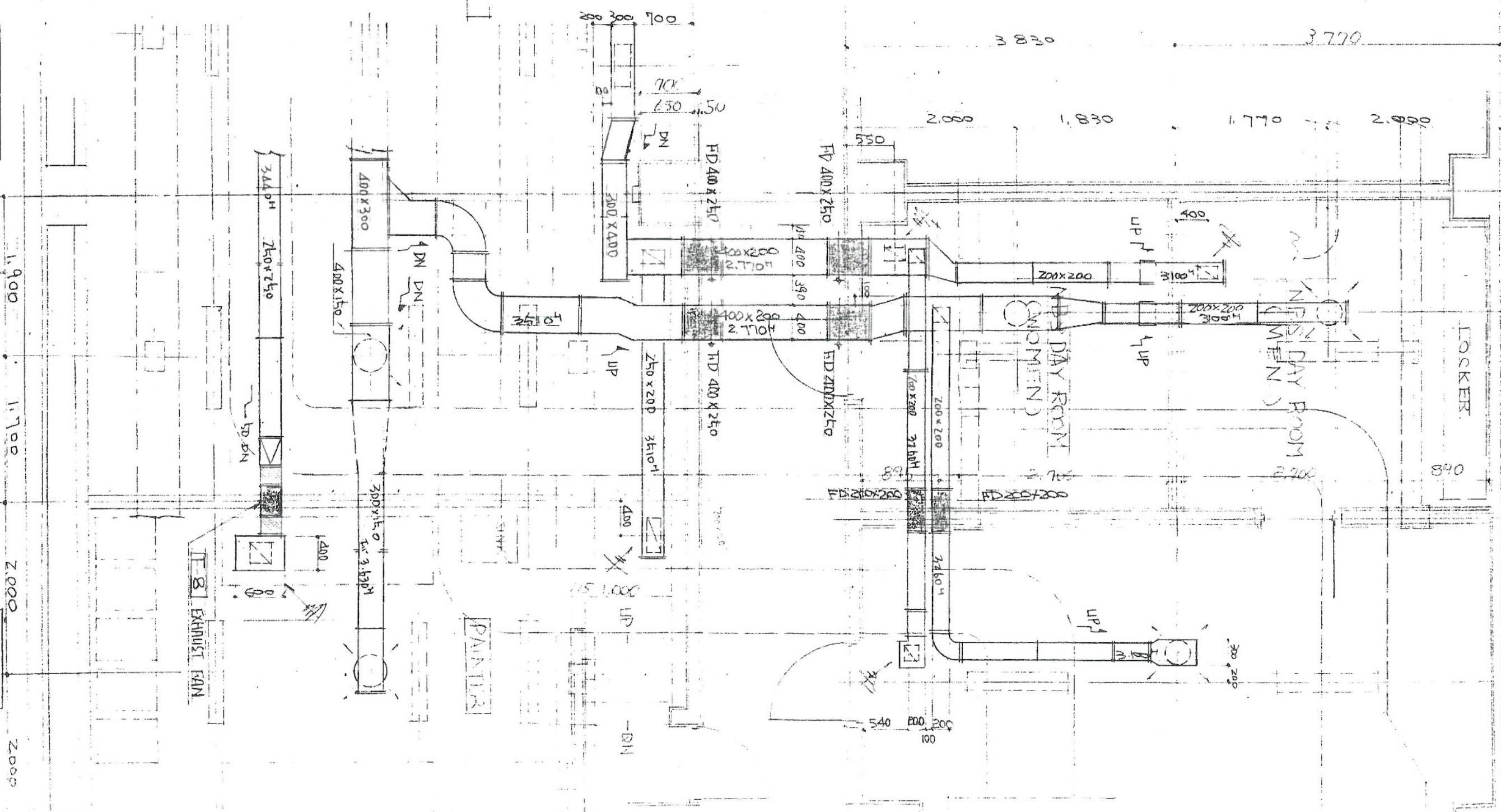
PAINTER

EXHAUST FAN

LOCKER

2.600

4.000



Regional Security Office Tokyo Security Form

Please type or write in legible block letters.

Use number 19 if you need extra space for your detailed answers.

和文・英文両方で明確に書いて下さい。 英文に関しては、タイプするか活字体で記入して下さい
(記入欄が不足した場合には、設問 19 にそれぞれの番号を付した上、ご記入ください。)

1. Name
氏名

/

/

(LAST /苗字)

(First/名前)

(Middle)

2. Alias/Maiden name
別姓・旧姓

3. Date of Birth
生年月日

Year
年

Month
月

Day
日

4. Nationality 国籍

5. Marital Status 婚歴			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single 独身	Married 婚姻	Widowed 寡婦/夫	Divorced 離婚

6. Place of Birth (City/State) 出生地(都道府県/区)

7. Family Information

本籍地

8. Present Address

現住所

〒

9. TEL :

CELL:

EMAIL:

10. Previous addresses of past 7 years. From present to past. (過去7年間の住所を新しい順に。)

Duration 期間	Address 住所
(例'98年4月 ~ '00年9月	〒107-0051 東京都港区赤坂1-10-5)

11. Last Education (最終学歴)

DATES	NAME OF SCHOOL	DEPARTMENT, MAJOR	ADDRESS
~			
期間	学校名	学部・学科	住所
~			

12. Employments of past 7 years. From present to past. (過去7年間の職業。新しい順に)
(From/ To/ Name of Company / Address, 期間 / 会社名 / 所在地)

Dates/期間	Name of Company/ 就業先名	Address and Phone Number/ 住所、電
~		
~		
~		
~		
~		
~		

13. Biological Sketch (Parents, Spouse, Children, Siblings, In-Laws)

家族構成(両親、配偶者、子供、兄弟姉妹、義父母)

Name	Relationship	DOB	Nationality	Occupation (Detailed)
名前	関係	生年月日	国籍	職業(具体的に)
	父 (Father)			
	母 (Mother)			

14. Three References residing in Japan: **Do not include family or relatives.**
(日本在住の参考人3名、住所と電話番号。家族及び親戚を除く。)

Name / 名前	Address / 住所
勤務先, 就学先名	郵便番号

	〒
	〒
	〒

15. Travel History (List your overseas travel in the last 7 years, start with most recent one.)

渡航暦 (現在から過去 7 年まで遡って記入してください。)

Country 国名	DATES 期間		Type of Visa ビザ
	From	To	

16. Health Conditions 健康状態(If answer is "YES" please give details under Item #19.)

"YES" の回答があれば、設問19に詳細を書き込んでください。

Have you now or have you ever had any physical limitations?

過去に身体的制約（ハンディキャップ）を持っていた、もしくは現在持っていますか？

Are you now under a physician's care?

現在、医師にかかっていますか？

Have you ever had a nervous disorder?

神経系疾患を患った事がありますか？

Have you ever had tuberculosis?

結核を患った事がありますか？

Within the past 12 months, have you used intoxicating beverages or drug to excess?

過去 12 ヶ月内で酒類や薬物を過剰に摂取しましたか？

Do you have a drug, narcotic or alcohol addiction?

薬物、麻薬もしくはアルコール依存の症状がありますか？

17. Have you ever been arrested or detained by any police or military authority? If so, name the authority, give the time, place for arrest or detention and the disposition of court action.

警察に逮捕されたことがありますか？あれば警察名、年月日、場所、理由、処分等を記入してください。

18. Draw a map of your residence to the nearest train station using the space below.

最寄りの駅より自宅までの地図を詳細に書いて下さい。

19. Use this space for detailed answers. Number answers to correspond with the questions. Use extra blank pages, if necessary to answer the questions in detail. Please enter the details of the answers. If necessary, add blank pages.

This is to certify that the information provided herein is true to the best of my knowledge.

以上相違ありません。

Signature (署名)

Date (日付)

い。

me

市町村)

PHOTO

--

電話番号

Address	Residence(City,Country)
	居住地(町, 国)

Telephone/ 電話番号

Pirpose 目的

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

and reason

4. 空欄を使用し、設問の番号と共

Contracting Officer
U.S. Embassy, Tokyo
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

Place []
Date []

SUBJECT: Performance and Guaranty

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.